

Agreement. Any inability of Producer to supply hogs due to an outbreak of disease, or governmental action limiting or stopping production shall also be considered a matter beyond Producer reasonable control. Once performance becomes commercially possible, the responsibilities and obligations of the parties shall resume again with full force and effect. Where either party claims an excuse for non-performance under this Section, it shall give prompt notice and an estimate of the duration of the Force Majeure event to the other party; and it shall give prompt written notice when the Force Majeure event has been remedied and performance can re-commence hereunder. IBP agrees that in the event of a Force Majeure event affecting its plant(s) in Waterloo, Storm Lake, Perry and/or Logansport it will use reasonable efforts to assist Producer in rescheduling the Market Hogs at other IBP plants or by finding other buyers of Market Hogs.

(b) If a Force Majeure event shall continue for a period longer than six months, the party not claiming Force Majeure may terminate this Agreement by giving the other party written notice.

Section 12. Notices

All notices required or permitted to be given hereunder, unless otherwise specified, shall be in writing and shall be deemed properly given when delivered in person to the party to be notified, or when sent by courier service, costs prepaid, or when sent by facsimile, to the party to be notified, at its address set forth below, or such other address within the continental United States of America as the party to be notified may have designated prior thereto by written notice to the other:

Producer:

Fax No. _____

IBP:

IBP, inc.
P. O. Box 515
IBP Avenue
Dakota City, NE 68731
Attention: Vice President, Pork Procurement
Fax No. (402) 241-2805

Section 13. Waivers

Failure of IBP or Producer to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any right or remedies provided herein, or by law, or to properly notify either party in the event of a breach or the acceptance of payment for any goods hereunder, shall not release either party from any of the warranties or obligations of this Agreement, and shall not be deemed a waiver of any right by either party to insist upon strict performance hereof, or any of its